

be open for bid and shall be awarded by the Board of Directors. Personnel awarded trainee jobs automatically move into vacancies that they have been trained for. When there is a more than one trainee available for a vacancy, seniority shall prevail.

(b) All other jobs with the Association except jobs temporarily assigned under Section 5 of this part B, shall be assigned to members on the basis of their bid therefore. After having been posted for three days, each job shall be awarded to such bidder who is highest on the Job Bid Seniority List. Awards of jobs shall be made by the Superintendent and the Foreman involved, but shall be subject to review by the Plant Committee and the Board of Directors on appeal.

(c) A member on the member's Annual Vacation, absent by reason of injury or illness or on a leave of absence because of a death in the member's immediate family, shall have a period of not to exceed two weeks after the job has been awarded to bid on the job and be considered. The Superintendent shall notify the Secretary-Treasurer who shall check with the Timekeeper relative to members off for the above reasons. The Secretary-Treasurer must notify these members that the job is open for bid if they are higher on the Job Bid Seniority List than those members present and bidding. This does not include a member on a leave of absence for any reason other than a death in the member's immediate family.

(d) Members awarded jobs on the basis of bidding shall have a period of two weeks within which to learn and perform such job satisfactorily.

(e) Any member bidding on a temporary job assignment will do so with the understanding that the member will be reassigned to the extra gang and get back the seniority date the member had when the member was awarded the temporary job assignment, upon the return of the individual who held the job on a permanent basis.

#### SECTION 4 - Job Content.

(a) The duties and responsibilities of each job shall be determined by the Board of Directors and supervision, taking into account the industry practice.

(b) The purpose of all work is the attainment of the most efficient utilization and operation of facilities in the highest standard of quality. Accordingly, management shall insure that all members are productive at all times.

(c) The Plant Committee at any regular or special meeting shall have the power by a unanimous vote of a quorum to discharge from the work of the Association any member whom they shall find to be physically or mentally unfit for such work, or who refuses to do said member's work as outlined by the management. A member can appeal to the membership at a special or regular meeting. A majority vote of the membership at a meeting shall be final. Job rights and time loss shall not be lost if the membership decision is reinstatement.

SECTION 5 - Temporary Job Assignment. Members who are recovering from an accident or illness may be temporarily assigned to a job they are able to perform until they are able to return to their regular job. Members who are replaced by such action shall retain job rights, but may be temporarily assigned to other work. Certain jobs may be designated as relief jobs by the Board of Directors and shall not be subject to bidding or seniority or classification as to content.

SECTION 6 - Leaves of Absence. Each member shall be entitled to one thirty (30) day period leave of absence each year. The Board of Directors may make exception to this rule and upon application may grant leaves of absence in excess of thirty days upon good cause shown. Applications for leaves of absence shall be granted by priority on the basis of the time the same are filed with the Association and all leaves of absence are subject to scheduling.

SECTION 7 - Rules of Safety. All members shall obey and practice the rules and regulations concerning safety in their work. The Board of Directors may appoint a committee to investigate and advise concerning unsafe practices.

SECTION 8 - Alcohol and Drug Policy Rules. All members shall obey and practice the rules and regulations adopted by the Board of Directors concerning alcohol and drug use.

#### C. SUPERVISION SUSPENSION AND DISCHARGE

SECTION 1 - Supervision. All members working for the Association are subject to supervision with respect to the performance of the work assigned to them, such supervision being:

(a) Lead-man, dryer tenders, stock rustlers, shall have supervision over members working in their departments;

(b) Each foreman shall have supervision in said foreman's department over the workers in the job classification in above;

(c) The superintendent shall have supervision over the foreman and the workers working under the foreman's supervision through the previously stated chain of command;

(d) The manager shall have supervision over the Superintendent and the workers working under the Superintendent's supervision through the previously stated chain of command;

(e) The Board of Directors shall have supervision over the manger and the workers under the supervision of the manager.

Bylaws as revised by membership  
August 4, 2002 (Bylaws08.02)

BYLAWS  
OF  
LINNONTON PLYWOOD ASSOCIATION

ARTICLE I

MEMBERS

SECTION A - Qualifications. A member of the Association is any person: (a) who is or intends to become a producer of forestry products, and (b) who is the owner of or a subscriber to one share of the Association's common capital stock, and (c) whose written application to the Association on its printed form requesting admission to membership has been granted by the Association.

SECTION B - Work. When the Association's plywood manufacturing plant has been completed, all members shall be entitled to work with the Association in such capacity and on such working shift as the Association may determine.

SECTION C - Transfer of Membership. The privileges of membership with the Association are personal to the member and except as otherwise provided in these Bylaws, such privileges cannot be assigned, or in any way transferred by such member to another person.

SECTION D - Termination and Suspension of Membership. Membership with the Association and all rights and privileges pertaining to such membership shall terminate: (a) if a sale, assignment, transfer or levy is made with respect to such member's share of common capital stock of this Association or the member's right and title under the subscription agreement for the purchase of such capital stock, or (b) if a member makes application to the Association for the termination of the member's membership, or (c) by the Association for cause and in accordance with the procedure set forth in ARTICLE VIII of the bylaws, or (d) upon failure of a member to pay the installments when due under the terms of the member's subscription agreement when the Association proceeds in accordance with the provisions of ARTICLE V of these Bylaws for the sale of such member's interest in such capital stock, or (e) after the 45th day of a member's unauthorized absence without leave. A person whose membership is terminated under subparagraph (e) above shall be entitled to have his membership reinstated at any time, but such person must apply for reinstatement and fulfill all of the new member requirements including those contained in the alcohol and drug policy rules, successfully passing a physical exam, securing Board approval, and successfully completing the applicable trial period.

ARTICLE II

MEMBERSHIP MEETINGS

SECTION A - Annual Meeting. An annual meeting of the membership shall be held on the third Sunday of December, or on another day determined to be more practical by the Board of Directors; providing further that the day selected must fall within seven (7) days of the third Sunday of the meeting month, at such time and place in the Portland metropolitan area, as the Association may determine.

SECTION B - Semi-Annual Meetings. The Semi-Annual meeting of the members shall be held on the third Sunday of June of each year, or on another day determined to be more practical by the Board of Directors; providing further that the day selected must fall within seven (7) days of the third Sunday of the meeting month, at such time and place in the Portland metropolitan area, as the Association may determine.

SECTION C - Special Meetings. Special meetings of the members may be called at any time by the Association. Special meetings may also be called when a request therefore is made in writing to the Association by not less than ten (10) percent of the members, such written request to state the purpose of calling such special meeting.

SECTION D - Notice of Meeting.

1. The Association shall give each member written notice of each meeting and the time and place thereof and if a special meeting, notice of the purpose of such special meeting, such written notice to be given at least ten (10) days prior to the date of such meeting and addressed to each member at the address appearing on the records of the Association.

SECTION E - Quorum. Those members present at any meeting of the members shall constitute a quorum for the purpose of conducting any lawful business.

ARTICLE III

BOARD OF DIRECTORS

SECTION A - Organization and Powers. The corporate powers of the Association shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors shall consist of nine (9) persons who at all times shall be members of the Association. The Board of Directors shall appoint such agents and workers and delegate to them, such powers as it deems necessary for the efficient conduct of the Association's business.

1. All Members shall be eligible for election process for the Board of Directors.

## SECTION 2 - Suspension and Discharge. Members of the Association shall:

- (a) Not consume or partake of intoxicating liquors or any controlled substance while on the premises of the Association, nor report to work, or be engaged in work, while under the influence of liquor or any controlled substance;
- (b) Not smoke in any area of the premises of the Association where smoking has been prohibited by the Association; smoking areas shall be definitely designated;
- (c) Not harm, nor attempt to harm, any other member or worker of the Association;
- (d) Obey the instructions of superiors concerning the performance of work; and
- (e) Report to work when called by the Association.

(f) Any member who violates rules (a), (b) or (c) above shall be suspended from work by the member's immediate supervisor under Article VIII, C, 1, for three days for the first offense and suspended from work by the member's immediate supervisor under Article VIII, C, 1, for two weeks for the second same offense. In addition, any member who violates rule (a) shall as well be subject to the Article VIII, (B), (8), rules and regulations as administered by the Board of Directors.

(g) Any member who violates rules (d) and (e) above or who violates any other provision of these Bylaws, or working rules or the laws of the State of Oregon pertaining to cooperative associations shall be warned in writing by the member's immediate supervisor under Article VIII, C, 1, for the first offense, suspended from work for three days by the member's immediate supervisor under Article VIII, C, 1, for the second same offense; and suspended from work for two weeks by the member's immediate supervisor under Article VIII, C, 1, for the third same offense.

(h) For the purposes of the preceding sentence, a written warning shall be effective for a period of one year from the date it is issued in order to determine the penalty for any second and third same offenses.

(i) Any member suspended from work for two weeks for an offense under this Section shall be suspended from work for two weeks for each subsequent same offense until such time as the member shall have worked for a period of one year without committing any subsequent same offense.

(j) With the exception of the Bylaws provision ARTICLE I, D, no membership can be terminated unless a two-thirds majority of the membership in attendance at a meeting of the members at which a quorum is present, has so voted.

## ARTICLE IX

### Distribution of Capital Assets Upon Dissolution

SECTION A - Priority of Distribution. In the event of dissolution of the Association, voluntary or otherwise the assets of the Association, or proceeds thereof, shall be distributed in the following order of priority:

1. The payment of all secured liabilities, then of all unsecured liabilities of the Association, other than such as are hereinafter specified.

2. In payment to the record owners of preferred capital stock, without regard to the time of issuance of the certificates of such stock, but not to exceed the par value of such stock plus any declared but unpaid and accumulated dividends thereon.

3. In payment pro rata to the members or former members of the Association having in their account on the books of the Association net credits representing retains by the Association for its contingency reserve or for capital purposes (excluding any New Credits), but not to exceed the amount of such net credits.

4. In payment pro rata to the members or former members of the Association having in their account on the books of the Association New Credits.

5. In payment pro rata to the record owners of membership stock.